

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

Bids Must be Received No Later Than:

2:00 p.m. December 8, 2009

For information pertaining to the IFB contact:
Gary Stoll, Procurement Officer
Telephone: (573) 526 - 6402
gary.stoll@doc.mo.gov

IFB CN212

Over the Counter Medications
For Resale in Offender Canteens

FOR
Department of Corrections
Central Canteen Warehouse

Contract Period: Date of award through one year
Date of Issue: November 20, 2009
Page 1 of 19

Services procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: All State Dist. Northeast, Inc.
Mailing Address: 190 Crystal Run Road
City, State Zip: Middletown, NY 10941
Telephone: 845-692-7130
Email Address: bids@allstatedistributors.com

Authorized Signer's Printed Name and Title Andrew Pskowski, President

Authorized Signature: [Signature] Bid Date 12/7/09

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: Line items 001, 002, 003 and 005 only.

Tam Clement

Contract No. CN212002

12-23-09

Director, Division of Adult Institutions

Date

Pricing Page

All State Dist. Northeast Inc.
 90 Crystal Run Road
 Middletown, NY 10941
 (845) 692-7130 Fax (845) 692-7150
 Fed Id No 14-1736317

The bidder must state below the firm, fixed price for each item bidding.

EXAMPLE:

006 Acetaminophen Tablets 1900 Firm, Fixed Box Price \$ 10.00
 Clear Plastic Bottle
 24 to 30 tablets per bottle Brand Bid: Acme Box Count 12 bottles
 325 mg Your Item Number: 1234 UPC: 1234567890

Line Item	Description	Estimated Quantity (12 month)	Firm, Fixed Box Price \$	Your Item Number:	UPC:
001	Halls Cough Drops Regular Nine per pack, 20 packs per box No Substitution	10250	11.98	62479	31254662970
002	Halls Cough Drops Cherry Nine per pack, 20 packs per box No Substitution	9650	11.98	62771	31254662771
003	Halls Cough Drops Lemon Nine per pack, 20 packs per box No Substitution	5700	11.98	62812	31254662812
004	Carmex .35oz plastic tube Original flavor No Substitution	1400	13.80	11313	8307311313
005	Chapstick Regular Blister Packed Seventy-two packs per box No Substitution	9000	42.00	00401	31153000401
006	Acetaminophen Tablets Clear Plastic Bottle 24 to 30 tablets per bottle 325 mg	1900			

Line Item	Description	Estimated Quantity (12 month)	Firm, Fixed Box Price \$	Brand Bid:	Box Count	Your Item Number:	UPC:
007	Ibuprofen Tablets Clear Plastic Bottle 24 to 30 tablets per bottle 200 mg	4000	_____	_____	_____	_____	_____
008	Aspirin Tablets Clear Plastic Bottle 24 to 30 tablets per bottle 325 mg Caffeine free/sodium free	4700	_____	_____	_____	_____	_____
009	Acne Treatment Cream 10% benzoyl peroxide 1oz to 2oz plastic tube or jar	200	_____	_____	_____	_____	_____
010	Anti-Fungal Cream Tolnaftate USP 1% .5oz to 1.5oz plastic tube or jar	400	_____	_____	_____	_____	_____
011	Anti-Fungal Powder Tolnaftate 1% 2oz to 4oz plastic bottle	200	Firm, Fixed Box Price \$ <u>46.00</u>	Brand Bid: <u>Quinsana Plus</u>	Box Count <u>12</u>	Your Item Number: <u>37155</u>	UPC: <u>0-36954-371552</u>
012	Rolaids Sodium Free Original Flavor <u>Peppermint</u> Roll of 12 tablets No Substitution	2575	Firm, Fixed Box Price \$ <u>5.88</u>		Box Count <u>12</u>	Your Item Number: <u>5121</u>	UPC: <u>31254765121-9</u>

All State Dist. Northeast Inc.
190 Crystal Run Road
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(845) 692-7130 Fax (845) 692-7150
Fed Id No 14-1726217

Line Item	Description	Estimated Quantity (12 month)	
013	Decongestant Tablets 12 or 24 Blister packed or plastic bottle Chlorpheniramine Maleate based products only Products containing Pseudoephedrine Hydrochloride are NOT permitted	1600	Firm, Fixed Box Price \$ _____ Brand Bid: _____ Box Count _____ Your Item Number: _____ UPC: _____
014	Muscle Rub External Analgesic 2oz to 4oz plastic tube or jar	650	Firm, Fixed Box Price \$ <u>102.00</u> Brand Bid: <u>New World</u> Box Count <u>72</u> Your Item Number: <u>MJG3</u> UPC: <u>085317004286</u>
015	Saline Nasal Spray .65% Sodium Chloride 1oz to 2oz plastic tube	300	Firm, Fixed Box Price \$ _____ Brand Bid: _____ Box Count _____ Your Item Number: _____ UPC: _____
016	Eye Drops Tetrahydrozoline Hydrochloride .5oz to 1.5oz plastic bottle	650	Firm, Fixed Box Price \$ _____ Brand Bid: _____ Box Count _____ Your Item Number: _____ UPC: _____
017	Hemorrhoidal Ointment 2oz to 4oz plastic tube or jar	150	Firm, Fixed Box Price \$ _____ Brand Bid: _____ Box Count _____ Your Item Number: _____ UPC: _____
018	Vapor Rub/Chest Rub 3oz to 5oz plastic jar No glass	650	Firm, Fixed Box Price \$ _____ Brand Bid: _____ Box Count _____ Your Item Number: _____ UPC: _____

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RENEWAL OPTION The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department of Corrections.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

MAXIMUM INCREASE OR MINIMUM DECREASE

1ST Renewal Period: original price + 2 % OR original price - _____ %

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: ALL STATE DIST. NORTHEAST. IWC

Authorized Signature: [Signature] Printed Name: AWOREJ J Pskowski

Date: 12/1/09 Email: ajp@allstatedistributors.com

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1. INTRODUCTION**1.1 Purpose:**

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as DOC) is accepting bids to establish a contract for the purchase of over the counter medications for resale in the offender canteens at twenty-two (22) correctional institutions.

1.2 Contact:

- 1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- 1.2.2 Bidders are cautioned not to contact any other employee of the Department of Corrections concerning this procurement during the competitive procurement and evaluation processes. **Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.**

1.3 Background Information:

- 1.3.1 The DOC operates offender canteens within the correctional institutions for offenders to purchase approved food, clothing, appliances and other items. By Departmental policy, the selection of items approved and available for purchase in the canteens is decided upon by committee. The committee is tasked with standardizing an approved list in order to provide uniformity in product and pricing in the canteens. Items on the approved list are competitively bid in order to obtain the best possible pricing for the DOC. Only contracted items are allowed to be sold in the canteens.

2. CONTRACTUAL REQUIREMENTS**2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the Invitation for Bid (IFB) and any amendments, attachments, and terms and conditions; (2) the contractor's response (bid) to the IFB; (3) clarification of the bid, if any; and (4) the DOC's acceptance of the bid by "notice of award" or "purchase order."
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing product, supplies and/or services for the DOC, the contractor must receive a properly authorized purchase order. Purchase orders will be issued by the central office purchasing office.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the IFB. The contract shall not bind, nor purport to bind, the DOC for any contractual commitment in excess of the original contract period. The DOC shall have the right, at its sole option, to renew the contract for one (1) additional one year period, or any portion thereof. In the event the DOC exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3 Renewal Periods:

2.3.1 If the option for renewal is exercised by the DOC, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the renewal period as stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal period shall be the same as during the original contract period.
- b. The DOC does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 Payment Terms:

2.4.1 All payment terms shall be as stated in the terms and conditions of this contract. Invoices shall be sent to:

Missouri Department of Corrections
Attn: Inmate Finance Office
P.O. Box 1609
Jefferson City MO 65102

Invoices should include the purchase order number for prompt payment. Payment of invoices not containing this information may be delayed.

- a. The DOC reserves the right to purchase goods using the canteen purchasing card. (Visa)

2.4.2 Expenditures from general revenue funds are not included in this contract. Canteen funds expended by this contract are not subject to appropriation by the General Assembly.

2.5 Insurance:

2.5.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.6 Subcontractors:

2.6.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DOC and to ensure that the DOC is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the DOC and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the DOC prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.7 Contractor Status:

- 2.7.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8 Estimated Quantities:

- 2.8.1 The quantities listed on the Pricing Page are estimates based on historical data of similar items. The DOC makes no guarantees of single order quantities or total aggregate order quantities.

a. Quantities listed are individual units of sale.

2.9 Contract Prices:

- 2.9.1 All prices shall be as stated on the Pricing Page. The DOC shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.

2.10 Termination:

- 2.10.1 The DOC reserves the right to terminate the contract at any time for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DOC pursuant to the contract prior to the effective date of termination.

3. PERFORMANCE REQUIREMENTS

3.1 Specifications:

- 3.1.1 All items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirement stated herein.
- 3.1.2 Specifications including brand and packaging for each product are listed on the Pricing Page.
- 3.1.3 All items offered must be fresh and of retail quality and must be UPC bar coded.
- a. Any product received with an expiration date of less than six months from date of receipt will be returned for a full credit or replaced at no cost to the DOC.

3.2 Substitutions:

- 3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the DOC.
- 3.2.2 The DOC reserves the right to allow the contractor to substitute any new item offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract and if price is equal to or less than contract price. The DOC shall be the final authority as to acceptability of the proposed substitution. There shall be no substitution of brand specific items.

3.3 Delivery Performance:

IFB CN212

Fed Id No. 14-1726317

- 3.3.1 Orders shall be placed by the DOC Central Office. The contractor shall ship the items to the DOC warehouse for delivery on or about the delivery date requested on the purchase order. The contractor must coordinate his/her delivery schedule with the warehouse. Delivery shall include unloading shipments at the DOC dock or other designated unloading sites as requested by the DOC. All orders received on the last day of the contract must be shipped at contract price.

a. Delivery address: Missouri Department of Corrections
Canteen Commodity Warehouse
8416 No More Victims Road
Dock A
Jefferson City MO 65101

- 3.3.2 In order to provide a seamless transition with no interruption of product, the contractor must be able to deliver the first order within fourteen (14) days ARO. The first order will be placed no sooner than seven (7) days after notice of award.

- 3.3.3 Delivery must not be made on official state and/or federal holidays. A list of official state holidays may be found on the State of Missouri website at <http://www.mo.gov/moholidays.htm>

3.4 Minimum Orders:

- 3.4.1 There shall be no minimum order requirements other than the smallest unit of order (box).

- a. Unless otherwise stated on the pricing page, items should come in box counts of six (6), ten, (10), twelve (12) or twenty-four (24) units per box.
- b. Unit of order of a master case of multiple boxes will not be accepted.

4. BIDDER'S INSTRUCTIONS

4.1 Brands

- 4.1.1 Brands will be as stated on the Pricing Page. Because the items are for resale, select items are brand specific. For items that have specific brand names listed on the Pricing Page, only that brand will be accepted.

- 4.1.2 For items with no brand listed on the Pricing Page, the bidder may bid a national brand or their own house brand that meets all other specifications.

- 4.1.3 For the purposes of this IFB, house brand is defined as a private brand owned by a wholesaler, supplier, dealer or merchant, and bearing their own company name or a name they own exclusively and is generally not available or has limited availability in public retail or vending outlets; or any other brand that does not meet the definition of a national brand.

- a. House brand items must be of acceptable quality to maximize sales.
- b. If requested, samples of house brand items must be submitted prior to award at no cost to the DOC for quality testing. Failure to provide a sample in the time frame requested shall remove the item from consideration for award. Quality testing will be conducted by DOC employees.
- c. House brand items may be rejected if in the DOC's opinion the quality is not of an acceptable level to realize maximum sales potential.
- d. The DOC is the final authority on the determination if a house brand item is of acceptable quality.

- 4.1.4 For the purposes of this IFB, national brand is defined as a manufacturer's brand that is available to the general public regionally or nationally and is not exclusive to one wholesaler or retailer but is available through multiple retail or vending outlets. Proof that an item meets the definition of a national brand must be provided if requested.
- 4.1.5 Bidders are free to bid multiple house brands or national brands on eligible items if desired, but only one item will be awarded. Each bid will be evaluated separately.
- 4.2 Sizes
- 4.2.1 Sizes must be within the range listed on the pricing page. Items falling outside the requested size range will not be considered.
- 4.3 Compliance with Terms and Conditions:
- 4.3.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the DOC's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.
- 4.4 Bid Detail Requirements and Deviations:
- 4.4.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the DOC as to its acceptability and impact on competition. A deviation from mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer.
- 4.5 Firm, Fixed Pricing:
- 4.5.1 The bidder must submit firm fixed prices on the Pricing Pages for each item bidding.
- a. All prices bid shall remain valid for 90 days from bid opening date unless otherwise indicated.
- b. All pricing shall be considered firm for the duration of the contract period.
- 4.5.2 All prices shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping.
- 4.6 Missouri Service-Disabled Business Preference
- 4.6.1 Any bidder eligible to receive the Missouri service-disabled veteran preference pursuant to 34.074 RSMo must review and complete Exhibit A, Missouri Service-Disabled Veteran Business Preference and provide the specified documentation in accordance with the instructions provided therein.
- 4.7 Submission of Bids
- 4.7.1 The DOC maintains a current vendor database; therefore, the bidder should submit a completed Vendor Information Data form (EXHIBIT B) with their bid response. If the bidder has previously submitted a

DOC Vendor Information Data form with a revision date of (4-09), EXHIBIT B submission is not needed.

4.8 Determination for Award:

4.8.1 Evaluation shall include the original contract period and the renewal period.

4.8.2 Except as noted below, award shall be on an item by item basis. Award shall be to the lowest responsive bid for each item.

- a. Line items 001, 002 and 003 will be awarded as a group. The evaluation will be weighted based on the estimated sales of each item. If a bidder is not able to bid on one of these three line items, or if their bid response on one of these three line items is determined to be non-responsive, they will not be considered for award for the other two line items.

4.8.3 The Department of Corrections reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department of Corrections reserves the right to clarify any and all portions of any bidder's offering.

All State Dist. Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
(845) 692-7130 Fax (845) 692-7150
Fed Id No 14-1736317

N/A

EXHIBIT A
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074 RSMo, the DOC has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entity, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

All State Dist. Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
(845) 692-7130 Fax (845) 692-7150
Fed Id No. 14-1796217

Missouri Address of Service-Disabled Veteran Business

ON
FILE

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
VENDOR INFORMATION DATA

Purchasing Section
P.O. Box 296
Jefferson City, Missouri 65102
Telephone: (573) 526-3268 Fax: (573) 522-8407

BUSINESS NAME AS FILED WITH THE IRS			
TAXPAYER ID TYPE <input type="checkbox"/> FEIN <input type="checkbox"/> SSN		TAXPAYER IDENTIFICATION NUMBER OR SSN	
TAXPAYER MINORITY STATUS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Applicable		NOT FOR PROFIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
See http://oa.mo.gov/purch/mbewbe.htm for more information.			
MISSOURI MBE/WBE CERTIFICATION NUMBER			
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
TELEPHONE NUMBER		FAX NUMBER	E-MAIL ADDRESS FOR NOTIFICATION OF BIDS
PAYMENT INFORMATION (IF DIFFERENT THAN ABOVE)			
BUSINESS NAME			
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
CONTACT		TELEPHONE NUMBER	FAX NUMBER
The Office of Administration mandates all vendors to use Automatic Deposit for payment. That form can be found on-line at the following web address: http://oa.mo.gov/acct/vendor_sch_eftd.pdf .			
CHIEF EXECUTIVE OFFICER			
FULL NAME			
TITLE		TELEPHONE NUMBER	EXTENSION
CONTRACT INTERESTS (X THOSE THAT APPLY)			
<input type="checkbox"/> Banking Services	<input type="checkbox"/> Cable-TV-Satellite	<input type="checkbox"/> Canteen Resale (Specify Below)	<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Commodity (Specify Below)	<input type="checkbox"/> Crime Victim Impact Services	<input type="checkbox"/> Curriculum Development (Specify Below)	<input type="checkbox"/> Education Services (Specify Below)
<input type="checkbox"/> Electronic Monitoring Services	<input type="checkbox"/> Employment Readiness Services	<input type="checkbox"/> Fee Collection Services	<input type="checkbox"/> Forensic/Lab Services
<input type="checkbox"/> Interactive Voice Recognition Services	<input type="checkbox"/> Janitorial Services	<input type="checkbox"/> Legal Library Services	<input type="checkbox"/> Life Skills Services
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Parenting Skills Services	<input type="checkbox"/> Pest Control Services
<input type="checkbox"/> Polygram Exam Services	<input type="checkbox"/> Reentry-Community Services	<input type="checkbox"/> Residential/Transitional Services	<input type="checkbox"/> Security System
<input type="checkbox"/> Sex Offender Treatment	<input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Trash Removal Services	<input type="checkbox"/> Vaccinations/TB Testing
<input type="checkbox"/> Vending Services	<input type="checkbox"/> Other (Specify Below)	For service interests, specify the county(ies) you are willing to provide services or indicate statewide:	
OTHER - SPECIFY			
BUSINESS WEBSITE (IF APPLICABLE)			
NOTE: Updates to the MO DOC database will only occur with the completion of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at https://www.mocdb.mo.gov .			
SUBMITTED BY			DATE

MO 931-4460 (4-08)

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**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS -- INVITATION FOR BID

All State Dist. Northeast Inc.
190 Crystal Ball Road
Middletown, NY 10941
(845) 692-7130 Fax (845) 692-7150
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1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the Missouri Department of Corrections (DOC).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the DOC. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DOC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of DOC.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DOC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent

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- information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. The DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
 - e. Some IFBs are available for viewing and downloading on the department's Website.
 - f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DOC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

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6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DOC will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DOC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DOC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DOC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The DOC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The DOC reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The DOC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The DOC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

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- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the DOC of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the DOC for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the DOC.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DOC immediately.
- b. Upon learning of any such actions, the DOC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the DOC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- If discrimination by a contractor is found to exist, the DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

All State Dist. Northeast Div.
190 Crystal Run Road
Middletown, NY 10941
(845) 692-7130 Fax (845) 692-7150
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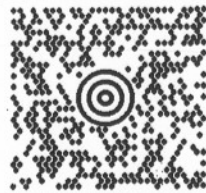
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2:00PM

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Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive
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IFB CN212

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